

SCHEDULE 2.2

RESALE SERVICES

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s).

AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by USA Quick Phone, Inc., a Texas corporation, with offices at 1703 16th Street, Bridgeport, Texas 76426 ("Reseller") to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of and as agent for Ameritech Illinois ("Ameritech") pursuant to that certain Local Exchange Telecommunications Services Resale Agreement dated the 15th day of January, 2000 by and between the Parties (the "Resale Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning described in the Resale Agreement.

With the submission of any Orders in which Reseller is assuming a contract for a service that Ameritech provides to an end-user (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Reseller agrees to purchase for resale to the same end-user the telecommunications services described in each such contract subject to the terms and conditions of such contract including, any termination liability.

Reseller represents and warrants to Ameritech that, prior to submission of any Orders(s) for a service available under an assumed contract, each existing retail contract between Ameritech and the end-user will have been assigned in writing to Reseller by the end-user in accordance with the provisions of such retail contract. Reseller agrees to defend, indemnify and hold Ameritech harmless from any and all losses, costs, claims, damages, injuries, liabilities, and expenses (including attorneys' fees) from any claim by a third party, including an end-user, arising or relating to the assignment of the contract to Reseller.

ACCEPTED AND AGREED:

Reseller: Randall Brooks USA QuickPhone.
Signature: Randall Brooks
Date: 1-19-00

SCHEDULE 5.2

IMPLEMENTATION PLAN

[To be agreed upon by the Parties.]

REPRESENTATION OF AUTHORIZATION

This Representation of Authorization is delivered by USA Quick Phone, Inc., a Texas corporation, with offices at 1703 16th Street, Bridgeport, Texas 76426 ("**Reseller**") to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Indiana ("**Ameritech**") pursuant to that certain Agreement dated as of January 15, 2000 by and between the Parties (the "**Resale Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Resale Agreement.

Reseller hereby represents to Ameritech, for purposes of obtaining a Customer's Customer Proprietary Network Information ("**CPNI**") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Reseller, Reseller acknowledges that it must obtain written authorization in the form of a signed letter ("**Letter**") that explicitly authorizes Reseller to have access to the prospective Customer's CPNI. The Letter must be signed by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Reseller must submit to Ameritech the Letter. If Reseller cannot provide a Letter, then Ameritech shall not provide CPNI to Reseller.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Reseller acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change ("**Documentation of Authorization**"), in each case that explicitly authorizes Reseller to change such Customer's PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Reseller need not submit the Documentation of Authorization to process a service order. However, Reseller hereby represents that it will not submit a service order to Ameritech unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Reseller and the prospective Customer. Ameritech will only disclose CPNI to agents of Reseller identified in the Letter or Documentation of Authorization.

4. Reseller acknowledges that if the PLEC of its prospective Customer is a carrier other than Ameritech, Ameritech may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Reseller agrees that it, and not Ameritech, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.

5. Reseller shall retain all Documentation of Authorization in its files for as long as Reseller provides Telephone Exchange Service to the Customer or for as long as Reseller makes requests for information on behalf of the Customer.

6. Reseller shall make Documentation of Authorization available for inspection by Ameritech during normal business hours. In addition, Reseller shall provide Documentation of Authorization for Customers or prospective Customers to Ameritech upon request.

7. Reseller is responsible for, and shall hold Ameritech harmless from, any and all Losses resulting from Ameritech's reliance upon Reseller's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Ameritech or placing a service order with Ameritech for Telephone Exchange Service. In addition, Reseller acknowledges that Ameritech makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Ameritech shall have no liability to Reseller in connection therewith.

8. If Reseller fails to abide by the procedures set forth herein, Ameritech reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until termination or expiration of the Resale Agreement.

Dated this 18 day of January 2000.

USA QUICK PHONE, INC.

By: Randell Brooks
Title: President
Printed Name: Randell Brooks

REPRESENTATION OF AUTHORIZATION

This Representation of Authorization is delivered by Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Illinois ("Ameritech") to USA Quick Phone, Inc., a Texas corporation, with offices at 1703 16th Street, Bridgeport, Texas 76426 ("Reseller") pursuant to that certain Agreement dated as of January 15, 2000 by and between the Parties (the "Resale Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Resale Agreement.

Ameritech hereby represents to Reseller, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Ameritech, Ameritech acknowledges that it must obtain written authorization in the form of a signed letter ("Letter") that explicitly authorizes Ameritech to have access to the prospective Customer's CPNI. The Letter must be signed by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Ameritech must submit to Reseller the Letter. If Reseller cannot provide a Letter, then Reseller shall not provide CPNI to Ameritech.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Ameritech acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change ("Documentation of Authorization"), in each case that explicitly authorizes Ameritech to change such Customer's PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Ameritech need not submit the Documentation of Authorization to process a service order. However, Ameritech hereby represents that it will not submit a service order to Reseller unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Ameritech and the prospective Customer. Reseller will only disclose CPNI to agents of Ameritech identified in the Letter or Documentation of Authorization.

4. Ameritech acknowledges that if the PLEC of its prospective Customer is a carrier other than Reseller, Reseller may have incomplete, inaccurate or no CPNI on such prospective

Customer. In such cases, Ameritech agrees that it, and not Reseller, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.

5. Ameritech shall retain all Documentation of Authorization in its files for as long as Ameritech provides Telephone Exchange Service to the Customer or for as long as Ameritech makes requests for information on behalf of the Customer.

6. Ameritech shall make Documentation of Authorization available for inspection by Reseller during normal business hours. In addition, Ameritech shall provide Documentation of Authorization for Customers or prospective Customers to Reseller upon request.

7. Ameritech is responsible for, and shall hold Reseller harmless from, any and all Losses resulting from Reseller's reliance upon Ameritech's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Reseller or placing a service order with Reseller for Telephone Exchange Service. In addition, Ameritech acknowledges that Reseller makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Reseller shall have no liability to Ameritech in connection therewith.

8. If Ameritech fails to abide by the procedures set forth herein, Reseller reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until termination or expiration of the Resale Agreement.

Dated this 76 day of February 2000.

AMERITECH INFORMATION INDUSTRY SERVICES, A DIVISION OF AMERITECH SERVICES, INC. ON BEHALF OF AND AS AGENT FOR AMERITECH ILLINOIS

By:

Title: President-Industry Markets

Printed Name: Larry B. Cooper

SCHEDULE 8.8

DIRECTORY LISTINGS

1.0 Directory Listings For Reseller Customers. Ameritech shall cause the Publisher to include Primary Listings of Reseller's Customers ("Reseller Directory Customers") in Publisher's White Pages Directories under the following terms and conditions:

1.1 Ameritech will publish Reseller Directory Customer's primary white page listing at no charge provided that the Reseller's Customer's listing NPA/NXX and service address falls within an identifiable Ameritech exchange.

1.2 Listings of such Reseller Directory Customers will be interfiled with listings of Customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

1.3 Ameritech or its Publisher must receive all Primary Listings of Reseller Directory Customers prior to the service order close date for the directory in which those listings are to appear.

1.4 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Reseller Directory Customers that are provided to Ameritech or its Publisher.

1.5 Nothing in this Agreement shall restrict Ameritech or its Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

2.0 Listing and Listing Updates. Reseller will provide Reseller Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

2.1 Reseller shall provide its Reseller Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Reseller acknowledges that Ameritech or its Publisher may impose a charge for changes to Reseller Directory Customer Listings previously provided by Reseller to Ameritech or its Publisher.

2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Reseller Directory Customer, Reseller shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher.

EXECUTION ORIGINAL

2.3 Reseller will cooperate with Ameritech or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Reseller's Listing Updates to Ameritech. Mechanization will be completed by the earlier of (i) six (6) months after the Service Start Date or (ii) upon Reseller providing Ameritech two hundred (200) listing updates per day.

2.4 Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Reseller; provided, however, that Ameritech will not:

- (a) Disclose nonlisted name and address information to any third person, except as may be necessary to perform other services contemplated under this Agreement;
- (b) Disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) Sell or license such Customer listing information sorted by carrier; or
- (d) Disclose listing information for individual cases where Reseller has notified Ameritech not to include listing for third party publication.

2.5 Publisher may enter into a separate directory services agreement that provides for (i) directory listings and delivery of directories to facilities-based Customers of Reseller, (ii) additional services to Reseller's Resale Customers, and/or (iii) other directory services to Reseller.

SCHEDULE 9.2

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

Please initial:

RB

Reseller elects to bill and collect for Ancillary Service Traffic subject to the terms and conditions of this **Schedule 9.2**.

1.0 Definitions

In addition to the definitions set forth in Section 1.1, the following terms have the meanings specified below:

"555" is a service in which Providers offer information services for a fee to Callers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Callers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Callers who dial a telephone number with less than seven digits.

"Ancillary Services" or "Ancillary Services Traffic" include, but are not limited to, Abbreviated Dialing, Information Service Traffic (including 555 services and 976 services), CPP Cellular services and CPP Paging services.

"Caller" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or "CPP Cellular" is a service where a Caller placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller the option to accept the charges to end the call without incurring charges.

"Calling Party Pays Paging" or "CPP Paging" is a service where a Caller placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Caller.

BILLING AND COLLECTION SERVICES

2.1 Billing Services

Ameritech will provide Reseller with formatted records for each Ancillary Services billable call in accordance with each Provider's requested rates as specified in Exhibit A.

Reseller shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Reseller will render bills on behalf of Ameritech on Reseller's bills to Reseller's Customers in accordance with standard Reseller billing processes and in the format specified in Exhibit B ("Bill Displays"). Reseller must bill for all calls using the Ancillary Services when those calls are contained on the formatted records. Reseller shall bill all calls within thirty (30) days of receiving the tape.

Reseller must comply with all federal and state requirements applicable to the provision of the Billing Services.

Reseller will provide Billing Services to Ameritech for the Ancillary services described in this Agreement and for additional Ancillary services that may be developed during the term of this Agreement.

2.2 Collection Services

Reseller will provide collection services in connection with bills rendered by Reseller ("Collection Services"). These Collection Services consist of:

- Collecting payments remitted by Reseller's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in Paragraph 6.0 of this Schedule 9.2;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in Paragraph 5.0 of this Schedule 9.2;
- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Reseller remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Reseller may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

Attached as Exhibit C is a description of the process flow, record types, and report format for the Settlement process under this Schedule 9.2.

3.0 COMPENSATION TO RESELLER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in Exhibit D.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Reseller information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. This information shall be provided as described in Exhibit E. Reseller's Customers who place calls to a Provider's service will be invoiced monthly for all billable Ancillary calls submitted by Ameritech. The charges for such submitted billable Ancillary Service calls will be shown on the Caller's bill in the format specified in Exhibit B.

5.0 SETTLEMENT WITH RESELLER

The amount due to Ameritech shall be the total of all billable charges submitted to Reseller, less:

- a. All charges due Reseller under Section 3.0 of this Schedule 9.2;
- b. Amounts declared uncollectible as provided in Section 7.0 of this Schedule 9.2;
- c. Adjustments as provided in Section 6.0 of this Schedule 9.2;

Taxes collected from end user.

Reseller shall provide Ameritech with monthly reports of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and end user taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in Exhibit C. The monthly statement is due to Ameritech by the fifth business day of every month. Payment of amounts owed to Ameritech by Reseller shall be due within thirty (30) days from the date of the monthly report. Late charges on past due amounts shall accrue interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is lower.

EXECUTION ORIGINAL

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Reseller may remove a disputed charge from a Customer's account within sixty (60) days from the date of the message, provided that notice of the adjustment is given by Reseller to Ameritech within sixty (60) days from the date of the message. The form and procedure of this notice is specified in Exhibit F.

7.0 UNCOLLECTIBLES

Reseller may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Reseller to Ameritech within one-hundred twenty (120) days from the date of the message. The form and procedure of this notice is specified in Exhibit F.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Reseller. Reseller shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Reseller's performance of Services under this Agreement.

8.2 Taxes on Ancillary Services. Reseller shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in Exhibit E. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Reseller of this information and pursuant to this Agreement Reseller shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Reseller shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Reseller shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Reseller shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in the Guidelines.